

**Ordinance authorizing a Wastewater Lift Station Construction and Reimbursement Agreement with Peterson Properties, Ltd to construct wastewater lift station for a planned commercial development located on Westpoint Road and Highway 358 with a completion date within 24 months; transferring \$520,000 from the Water Arterial Transmission and Grid Main Trust Fund, and \$40,000 from the Water Distribution Main Trust Fund to the Wastewater Trunk System Trust Fund; and appropriate \$712,412.82 from the Wastewater Trunk System Trust Fund to reimburse the Developer per the agreement.**

**WHEREAS**, the Developer, has submitted a plat named Westpoint Crossing Unit 2, Block 2, Lot 1, to wit: approximately 6.91 acres out of Lot 16, Section 5, Range VIII of the Gugenheim & Cohen's Farm Lots;

**WHEREAS**, under the UDC, the Developer is responsible for construction of the lift station, wastewater force main, and master planned collection line ("Lift Station, Force Main and Collection Line");

**WHEREAS**, under the UDC, the Developer is eligible for reimbursement of the Developer's costs for the construction of the Lift Station, Force Main and Collection Line;

**WHEREAS**, it is to the best interest of the City that the Lift Station, Force Main and Collection Line be constructed to its ultimate capacity under the City's applicable Master Plan;

**WHEREAS**, Section 8.5.2.E.4 of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when funds become fully available in the Wastewater Trunk System Trust Fund and are appropriated by the City Council; and

**WHEREAS**, after a public hearing pursuant to UDC §8.5.2.I & §8.5.1.C.4, City Council finds the transfer of \$520,000 from the 4030-21805 Water Arterial Transmission and Grid Main Trust Fund and \$40,000 from the 4030-21806 Water Distribution Main Trust Fund to the No.4220-21800 Wastewater Trunk System Trust Fund is necessary to better carry out the purposes of this Unified Development Code.

**WHEREAS**, the Developer has submitted an application for reimbursement of the costs from the Wastewater Trunk System Trust Fund for installing the Lift Station, Force Main and Collection Line; and

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:**

**SECTION 1.** The City Manager or designee is authorized to execute a Lift Station Construction and Reimbursement Agreement (Agreement) attached hereto, with Peterson Properties, Ltd for the construction and installation of a lift station, 8-inch wastewater force main line, and 12-inch master planned collection line, for the development of the property known as Westpoint Crossing Unit 2, Block 2, Lot 1, Corpus Christi, Texas.

**SECTION 2.** Funding in the amount of \$520,000 is transferred from the No. 4030-

21805 Water Arterial Transmission and Grid Main Trust to the No.4220-21800 Wastewater Trunk System Trust Fund.

**SECTION 3.** Funding in the amount of \$40,000 is transferred from the No. 4030-21806 Water Distribution Main Trust to the No.4220-21800 Wastewater Trunk System Trust Fund.

**SECTION 4.** Funding in the amount of \$712,412.82 is appropriated from the No.4220-21800 Wastewater Trunk System Trust Fund, to reimburse the Developer for the construction of a lift station, 8-inch wastewater force main line, 12-inch master planned collection line, and construction improvements in accordance with the Agreement.

That the foregoing ordinance was read for the first time and passed to its second reading on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote:

Joe McComb \_\_\_\_\_

Michael Hunter \_\_\_\_\_

Roland Barrera \_\_\_\_\_

Ben Molina \_\_\_\_\_

Rudy Garza \_\_\_\_\_

Everett Roy \_\_\_\_\_

Paulette M. Guajardo \_\_\_\_\_

Greg Smith \_\_\_\_\_

Gil Hernandez \_\_\_\_\_

That the foregoing ordinance was read for the second time and passed finally on this the \_\_\_\_\_ day of \_\_\_\_\_ 2020, by the following vote:

Joe McComb \_\_\_\_\_

Michael Hunter \_\_\_\_\_

Roland Barrera \_\_\_\_\_

Ben Molina \_\_\_\_\_

Rudy Garza \_\_\_\_\_

Everett Roy \_\_\_\_\_

Paulette M. Guajardo \_\_\_\_\_

Greg Smith \_\_\_\_\_

Gil Hernandez \_\_\_\_\_

PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Joe McComb  
Mayor

## WASTEWATER LIFT STATION CONSTRUCTION AND REIMBURSEMENT AGREEMENT

STATE OF TEXAS           §  
                                     §  
COUNTY OF NUECES   §

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This Wastewater Lift Station Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and Peterson Properties, Ltd, ("Developer/Owner"), a Texas Limited Partnership.

**WHEREAS**, the Developer, has submitted a plat named Westpoint Crossing Unit 2, Block 2, Lot 1, to wit: approximately 6.91 acres out of Lot 16, Section 5, Range VIII of the Gugenheim & Cohen's Farm Lots, as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

**WHEREAS**, under the UDC, the Developer/Owner is responsible for construction of the wastewater lift station ("Wastewater Lift Station");

**WHEREAS**, under the UDC, the Developer/Owner is eligible for reimbursement of the Developer/Owner's costs for the construction of Wastewater Lift Station;

**WHEREAS**, it is to the best interest of the City that the Wastewater Lift Station be constructed to its ultimate capacity under the City's applicable Master Plan;

**WHEREAS**, Section 8.5.2.E. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when funds become fully available in the Wastewater Trunk System Trust Fund and are appropriated by the City Council; and

**WHEREAS**, the Developer/Owner has submitted an application for reimbursement of the costs from the Wastewater Trunk System Trust Fund for installing the Lift Station, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the parties do covenant and agree as follows:

1. **TRUSTEE LIABILITY.** The City is executing this agreement as trustee of the Wastewater Trust Fund pursuant to UDC §8.5. The City is acting as trustee to further its governmental functions of providing water and sewer service. Texas Constitution Article 11, Section 3 prohibits the City from becoming a subscriber to the capital of any private corporation or association, or make any appropriation or donation to the same, or in anywise loan its credit. As such, the City's participation as Trustee does not create a loan of its credit. Execution of this agreement constitutes a promise to pay only to the extent that the assets and future assets of the trust are sufficient for such purpose and it is expressly agreed that any judgment will only be satisfied out of the assets of the trust and not out of the City's assets. The City is excluded from personal liability.

2. **REQUIRED CONSTRUCTION.** Developer/Owner shall construct the Wastewater Lift Station in compliance with the City's UDC, the City's Infrastructure Design Manual, and all local, state and federal laws, codes and regulations, in accordance with the plans and specifications submitted to the City's Development Services Department and reviewed and approved by the City's Development Services Engineer.

3. **PLANS AND SPECIFICATIONS.**

- a. Developer/Owner shall contract with a professional engineer licensed in the State of Texas and acceptable to the City's Development Services Engineer to prepare plans and specifications for the Wastewater Lift Station, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following minimum requirements:

<b>A. Sanitary Sewer Lift Station</b>		
1	Bonds, Insurance	1 LS
2	Mobilization	1 LS
3	10' Diam. L.S. Structure (Bottom Slab, Top Slab, Wet Well)	1 LS
4	Well Pointing for Lift Station	1 LS
5	Ductile Iron Piping, Fittings, Valves	1 LS
6	Pumps, Bases, Guide Rails, and Control Panel	1 LS
7	Lift Station Electrical	1 LS
8	Ultrasonic Flow Meter and 4' Fiberglass Chamber	1 LS
9	8" PVC Green C-900 Force Main DR 25	75 LF
10	Tie New 8" Force Main to Existing 6" Force Main	1 LS
11	Tie Existing 6" Force Main to New Lift Station Manhole	1 LS
12	7" Thick Concrete Driveway	900 SF
13	2" HDPE Waterline by Open Cut	85 LF
14	Water Meter	1 EA
15	Tie Proposed 2" HDPE Waterline to Existing Waterline	1 LS
16	7' Tall PVC Coated Chainlink Fence with Barbed Wire	1 LS
17	Twin 30" RCP w/ S.E.T.	1 LS
18	5' Diam. FRP Manhole (14'-16' Deep)	1 EA
19	12" PVC Gravity Line (14'-16' Deep)	110 LF
20	Pollution Prevention Plan	1 LS
21	OSHA Trench Protection	110 LF

- b. The plan must be in compliance with the City's master plans.
- c. The plans and specifications must comply with the City's Wastewater Standards Detail Sheets and Standard Specifications.
- d. Before the Developer/Owner starts construction, the plans and specifications must be approved by the City's Development Services Engineer.

4. **SITE IMPROVEMENTS.** Prior to the start of construction of the Wastewater Lift Station, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Wastewater Lift Station. If any of the property needed for the Easements is owned by a third party and the Developer/Owner is unable to acquire the Easements through reasonable efforts, then the City may use its powers of eminent domain to acquire the Easements. Developer will be responsible for cost of acquisition, payable from the reimbursement agreed to in this agreement.

5. PLATTING FEES. Developer/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC.

6. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer/Owner shall award a contract and complete the Wastewater Lift Station, under the approved plans and specifications within 24 months of the approval of this Agreement by City Council.

7. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this contract.

8. PROMPT AND GOOD FAITH ACTIONS. The parties shall act promptly and in good faith in performing their duties and obligations under this Agreement. If this Agreement calls for review or inspections by the City, then the City's reviews or inspections must be completed thoroughly and promptly.

9. DEFAULT. The following events shall constitute default:

a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.

b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services by the 40th calendar day after the date of approval by City Council.

c. Developer/Owner fails to award a contract for the construction of the project, according to the approved plans and specifications, by the 70th calendar day after the date of approval by City Council.

d. Developer/Owner's contractor does not reasonably pursue construction of the Wastewater Lift Station under the approved plans and specifications.

e. Developer/Owner's contractor fails to complete construction of the Wastewater Lift Station, under the approved plans and specifications, within 24 months from the approval of this Agreement by City Council.

f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

10. NOTICE AND CURE.

a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.

b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.

c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.

d. Should Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer/Owner, at the address stated in section 12, of the

need to perform the obligation or duty, and should Developer/Owner fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to Developer/Owner by reducing the reimbursement amount due Developer/Owner.

e. In the event of an uncured default by the Developer/Owner, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:

1. Terminate this Agreement after the required notice and opportunity to cure the default;
2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
3. Perform any obligation or duty of the Developer/Owner under this Agreement and charge the cost of such performance to the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the Developer/Owner pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.

f. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Developer/Owner has all its remedies at law or in equity for such default.

#### 11. FORCE MAJEURE.

a. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within ten (10) business days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

#### 12. NOTICES.

a. Any notice or other communication required or permitted to be given under this Agreement must be given to the other party in writing at the following address:

1. If to the Developer/Owner:

Peterson Properties, Ltd  
P.O. Box 8229

Corpus Christi, Texas 78468

2. If to the City:

City of Corpus Christi  
Attn: Director, Development Services Department  
2406 Leopard Street 78401  
P. O. Box 9277  
Corpus Christi, Texas 78469-9277

with a copy to:

City of Corpus Christi  
Attn: Assistant City Manager, Business Support Services  
1201 Leopard Street 78401  
P. O. Box 9277  
Corpus Christi, Texas 78469-9277

b. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.

c. Either party may change the address for notices by giving notice of the change under the provisions of this section.

13. THIRD-PARTY BENEFICIARY. Developer/Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Wastewater Lift Station, contracts for testing services, and contracts with the contractor for the construction of the Wastewater Lift Station must provide that the City is a third-party beneficiary of each contract.

14. PERFORMANCE AND PAYMENT BONDS. Developer/Owner shall, before beginning the work that is the subject of this Agreement, furnish a performance bond payable to the City of Corpus Christi if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$50,000. Bonds furnished must meet the requirements of Texas Insurance Code 3503, Texas Government Code 2253, and all other applicable laws and regulations. The performance or payment bond must name the City as an obligee. If the Developer/Owner is not an obligor, then Developer/Owner shall be named as a joint obligee. The bond must clearly and prominently display on the bond or on an attachment to the bond:

(1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

(2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

15. WARRANTY. Developer/Owner shall fully warranty the workmanship of and function of the Wastewater Lift Station and the construction thereof for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services.

16. REIMBURSEMENT.

- a. The cost for the Wastewater Lift Station less \$10,337.18 is lot/acreage fee credit is \$712,412.82. Subject to the conditions for reimbursement from the Wastewater Lift Station System Trust Fund and the appropriation of funds, the City will reimburse the developer, the reasonable actual cost of the Wastewater Lift Station up to an amount not to exceed **\$712,412.82** as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.
- b. Subject to the conditions for reimbursement from the Sanitary Sewer Trunk Main Trust Fund and the appropriation of funds, the City agrees to reimburse the Developer/Owner on a monthly basis upon invoicing for work performed. The submitted invoice shall be deemed administratively complete by the City prior to payment. The reimbursement will be made no later than 30 days from the date of the City's administrative approval of the invoice. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.
- c. Cost-supporting documentation to be submitted shall include:
  1. Summary of Costs and Work Performed Form provided by the Development Services Department
  2. Contractor and professional services invoices detailing work performed
  3. The first reimbursement request requires submittal of invoices for work performed. Future disbursements shall provide evidence of payment by the developer/owner through a cancelled check or bank ACH for the previous submittal. The final reimbursement request shall require evidence that all invoices to date have been paid.
- d. To be eligible for reimbursement, the work must be constructed in a good and workmanlike manner and must have been inspected and accepted by the City. The City agrees to conduct periodic inspections and approve the progress of the work at key points during construction.

The final 5% of the total contract reimbursement amount will be held as retainage until such time the City issues acceptance of public infrastructure in accordance with Unified Development Code.

- e. In the event that this Agreement is terminated by the City as a result of an uncured default by the Developer/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the Developer/Owner for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the City up to the time that the uncured default occurred.

17. PAYMENTS, CREDITS AND DEFERRED REIMBURSEMENT. All payments, credits, priority of reimbursement, and deferred reimbursement shall be made in accordance with UDC §8.5. Developer/Owner understands and agrees that if funds are not available in the Wastewater Trunk System Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and this Agreement has priority per UDC §8.5.2. E.

**18. INDEMNIFICATION. Developer/Owner covenants to fully indemnify, save and hold harmless the City of Corpus Christi, its**

officers, employees, and agents, ("indemnitees") against any and all liability, damage, loss, claims, demands suits and causes of action of any nature whatsoever asserted against or recovered from city on account of injury or damage to person including, without limitation on the foregoing, workers compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, the Developer/Owner's failure to comply with its obligations under this agreement or to provide city wastewater service to the development, including injury, loss, or damage which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with the construction, installation, existence, operation, use, maintenance, repair, restoration, or removal of the public improvements associated with the development described above, including the injury, loss or damage caused by the sole or contributory negligence of the indemnitees or any of them, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of indemnitees, or any of them, but not if caused by the sole negligence of indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorneys fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident.

This indemnity specifically includes all claims, damages, and liabilities of whatever nature, foreseen or unforeseen, under any hazardous substance laws, including but not limited to the following:

(a) all fees incurred in defending any action or proceeding brought by a public or private entity and arising from the presence, containment, use, manufacture, handling, creating, storage, treatment, discharge, release or burial on the property or the transportation to or from the property of any hazardous substance. The fees for which the developer/owner shall be responsible under this subparagraph shall include but shall not be limited to the fees charged by (i) attorneys, (ii) environmental consultants, (iii) engineers, (iv) surveyors, and (v) expert witnesses.

**(b) any costs incurred attributable to (i) the breach of any warranty or representation made by Developer/Owner in this agreement, or (ii) any cleanup, detoxification, remediation, or other type of response action taken with respect to any hazardous substance on or under the property regardless of whether or not that action was mandated by the federal, state or local government.**

**This indemnity shall survive the expiration or earlier termination of the agreement.**

19. ASSIGNMENT OF AGREEMENT. This Agreement or any rights under this Agreement may not be assigned by the Developer/Owner to another without the written approval and consent of the City's City Manager.

20. DISCLOSURE OF INTEREST. Developer/Owner agrees, in compliance with the Corpus Christi Code of Ordinance Sec. 2-349, to complete, as part of this Agreement, the Disclosure of Interest form attached to this Agreement as **Exhibit 5**.

21. EFFECTIVE DATE. This Agreement becomes effective and is binding upon and inures to the benefit of the City and the Developer/Owner and their respective heirs, successors, and assigns from and after the date of final execution by all parties.

22. DEDICATION OF WASTEWATER LIFT STATION. Upon completion of the construction, dedication of Wastewater Lift Station will be subject to City inspection and approval.

23. CERTIFICATE OF INTERESTED PARTIES. Developer/Owner agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

- (1) persons with a "controlling interest" in the entity, which includes:
  - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
  - b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

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24. CONFLICT OF INTEREST. Developer/Owner agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

25. AUTHORITY. All signatories signing this Agreement warrant and guarantee that they have the authority to act on behalf of the entity represented and make this Agreement binding and enforceable by their signature.

*Remainder of page intentionally left blank; signature pages to follow (4).*

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**EXECUTED IN ONE ORIGINAL** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Al Raymond III, AIA, CBO  
Director, Development Services

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Buck Brice (Date)  
Assistant City Attorney  
For City Attorney

**Developer:**

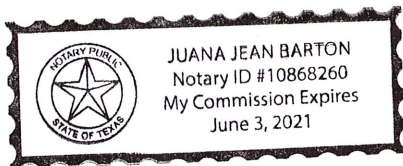
Peterson Properties, Ltd

By: 

Scott Douglas Peterson, General Partner

STATE OF Texas §  
COUNTY OF Nueces §  
§

This instrument was acknowledged before me on Sept 14, 2020, by Scott Douglas Peterson, General Partner, Peterson Properties, Ltd, a Texas Limited Partnership, on behalf of said company.



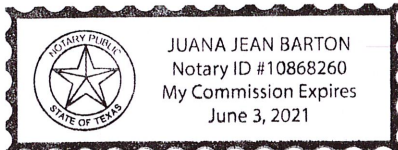
  
Notary Public's Signature

**Developer:**  
Peterson Properties, Ltd

By:   
Chris Ann Peterson Brown, General Partner

STATE OF Texas §  
COUNTY OF Nueces §  
§

This instrument was acknowledged before me on Sept 14, 2020, by  
Chris Ann Peterson Brown, General Partner, Peterson Properties, Ltd, a Texas Limited  
Partnership, on behalf of said company.



  
Notary Public's Signature

**DEVELOPER/OWNER:**

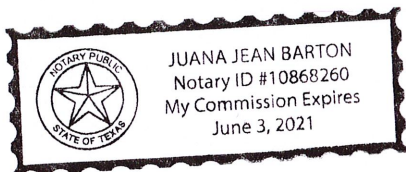
Peterson Properties, Ltd  
P.O. Box 8229  
Corpus Christi, Texas 78468

By: Patricia Peterson Nuss  
Patricia Peterson Nuss, General Partner

**STATE OF TEXAS**

**COUNTY OF** Nueces §  
§  
§

This instrument was acknowledged before me on Sept 14, 2020, by Patricia Peterson Nuss, General Partner, Peterson Properties, Ltd, a Texas Limited Partnership, on behalf of said corporation.



Juana Jean Barton  
Notary Public's Signature

**Notes:**

1. Total platted area contains 6.91 Acres of Land. (Includes Street Dedication)
2. The receiving water for the storm water runoff from this property is the Oso Creek. The TCEQ has not classified the aquatic life use for the Oso Creek, but it is recognized as an environmentally sensitive area. The Oso Creek flows directly into the Oso Bay. The TCEQ has classified the aquatic life use for the Oso Bay as "exceptional" and "oyster waters" and categorized the receiving water as "contact recreation" use.
3. Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.
4. By graphic plotting only, this property is in Zone "C" on Flood Insurance Rate Map, Community Panel No. 485464 0165 C, City of Corpus Christi, Texas, which bears a revised date of July 18, 1985 and is not in a Special Flood Hazard Area.
5. The yard requirement, as depicted is a requirement of the Unified Development Code (UDC) and is subject to change as the zoning may change.
6. All driveways on West Point Road shall conform to access management standards outlined in Article 7 of the UDC.

State of Texas  
County of Nueces

Peterson Properties, Ltd., a Texas Limited Partnership, hereby certifies that it is the owner of the lands embraced within the boundaries of the foregoing plat; that it has had said lands surveyed and subdivided as shown; that streets shown are dedicated, in fee simple, to the public use forever; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: Peterson Properties, Ltd., a Texas Limited Partnership

By: \_\_\_\_\_  
Patricia Peterson Nuss, General Partner

By: \_\_\_\_\_  
Chris Ann Peterson Brown, General Partner

By: \_\_\_\_\_  
James D. Peterson, General Partner

State of Texas  
County of Nueces

This instrument was acknowledged before me by Patricia Peterson Nuss, as a General Partner of Peterson Properties, Ltd., a Texas Limited Partnership, on behalf of said partnership.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

State of Texas  
County of Nueces

This instrument was acknowledged before me by Chris Ann Peterson Brown, as a General Partner of Peterson Properties, Ltd., a Texas Limited Partnership, on behalf of said partnership.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

State of Texas  
County of Nueces

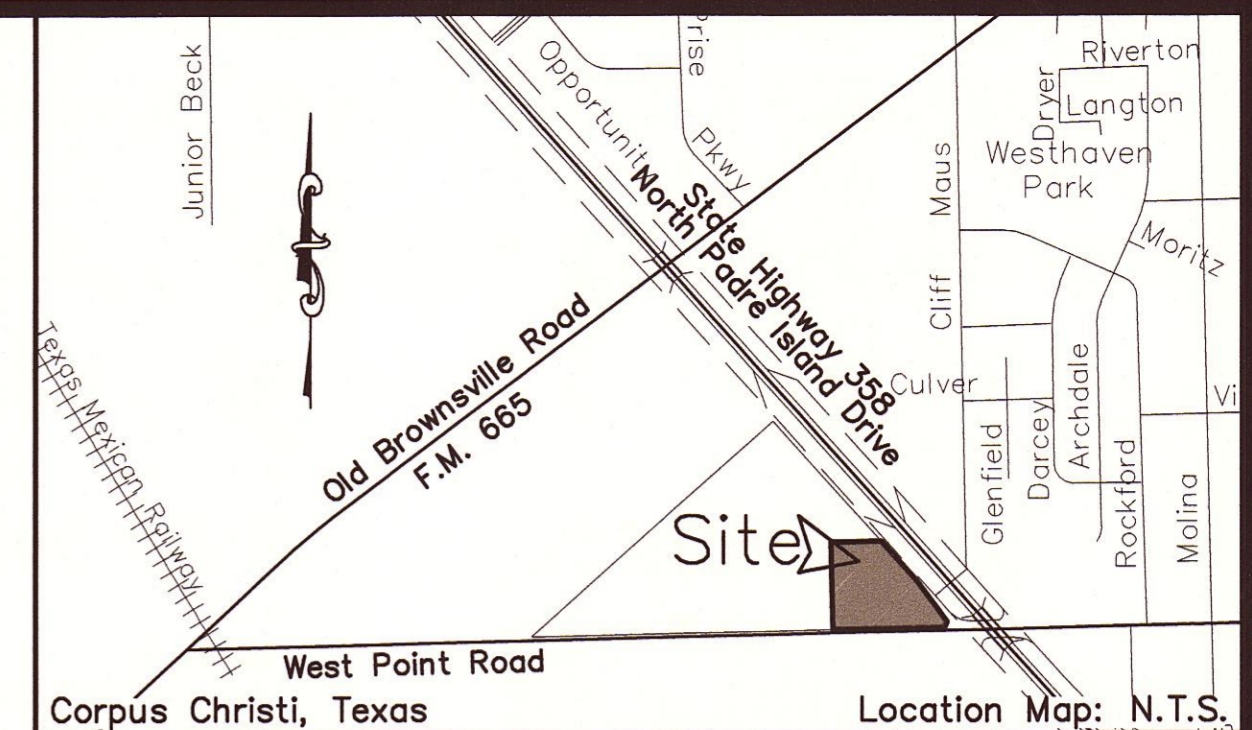
This instrument was acknowledged before me by James D. Peterson, as a General Partner of Peterson Properties, Ltd., a Texas Limited Partnership, on behalf of said partnership.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

*Plat of*  
**Westpoint Crossing Unit 2**  
**Block 2, Lot 1**

6.91 Acres of Land, being a portion of Lot 16, Section 5, Range VIII, of the Gugenheim & Cohn's Farm Lots, a map of which is recorded in Volume A, Page 53, Map Records of Nueces County, Texas, also being portions of Tracts 3-B and 4, M.M. Gabriel Land, a map of which is recorded in Volume 2, Page 22, Miscellaneous Map Records of Nueces County, Texas; said portions of Tracts 3-B and 4, described in Document Nos. 837116, 837117, 837118, 837119 and 837120, Official Public Records of Nueces County, Texas, as Tracts I and II.



State of Texas  
County of Nueces

This final plat of the herein described property was approved by the Department of Development Services of the City of Corpus Christi, Texas.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Jalal Saleh, P.E.  
Development Services Engineer

State of Texas  
County of Nueces

This final plat of the herein described property was approved on behalf of the City of Corpus Christi, Texas by the Planning Commission.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Al Raymond, III, AIA  
Secretary

\_\_\_\_\_  
Carl Crull, P.E.  
Chairman

State of Texas  
County of Nueces

I, Kara Sands, Clerk of the County Court in and for said County, do hereby certify that the foregoing instrument dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with its certificate of authentication was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. At \_\_\_\_\_ O'clock \_\_\_\_\_M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ O'clock \_\_\_\_\_M., in said County in Volume \_\_\_\_\_, Page \_\_\_\_\_, Map Records.

Witness my hand and seal of the County Court, in and for said County, at office in Corpus Christi, Texas, the day and year last written.

No. \_\_\_\_\_  
Filed for Record

\_\_\_\_\_  
Kara Sands, County Clerk  
Nueces County, Texas

at \_\_\_\_\_ O'clock \_\_\_\_\_M.  
\_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
Deputy

State of Texas  
County of Nueces

I, James D. Carr, a Registered Professional Land Surveyor for Urban Engineering, have prepared the foregoing map from a survey made on the ground under my direction and is true and correct to the best of my knowledge, information and belief; I have been engaged under contract to set all Lot and Block corners as shown herein and to complete such operations with due and reasonable diligence consistent with sound professional practice.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
James D. Carr, R.P.L.S.  
Texas License No. 6458



Submitted: 12/18/19  
SCALE: 1"=100'  
JOB NO.: 40706.B9.02  
SHEET: 1 of 2  
DRAWN BY: XG  
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urbansurvey1@urbaneng.com

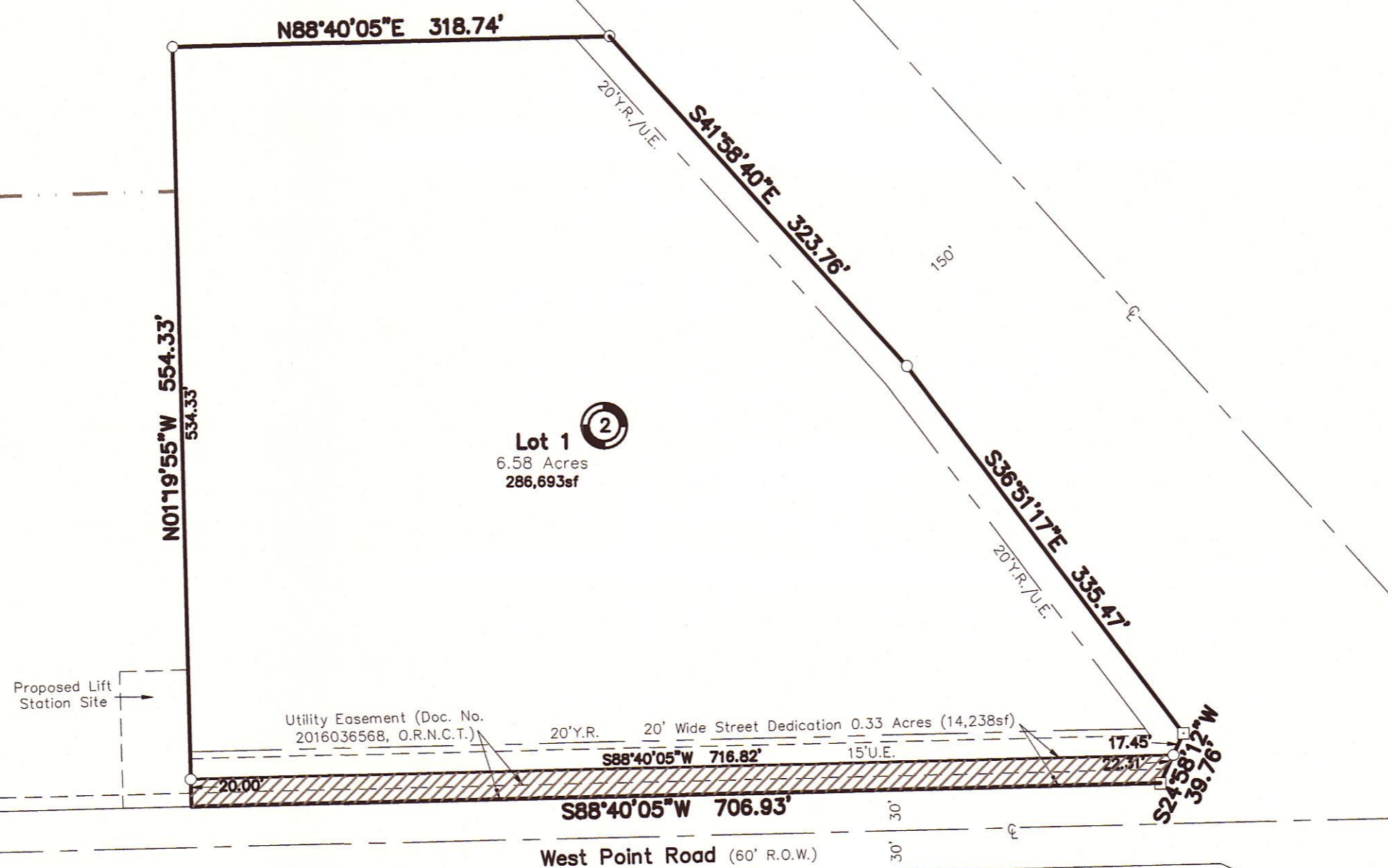
Tract 2-B, M.M. Gabriel Lands  
Vol. 2, Pg. 22, Miscellaneous Map Records  
of Nueces County, Texas  
(Owner: Peterson Properties, Ltd.)

LOT 16 SECTION 5  
RANGE VIII  
GUGENHEIM & COHN'S  
FARM LOTS  
VOL. A, PG. 53,  
M.A.N.C.T.

Tract 3-B, M.M. Gabriel Lands  
Vol. 2, Pg. 22, Miscellaneous Map Records  
of Nueces County, Texas  
(Owner: Peterson Properties, Ltd.)

Tract 4, M.M. Gabriel Lands  
Vol. 2, Pg. 22, Miscellaneous  
Map Records of Nueces  
County, Texas  
(Owner: Peterson  
Properties, Ltd.)

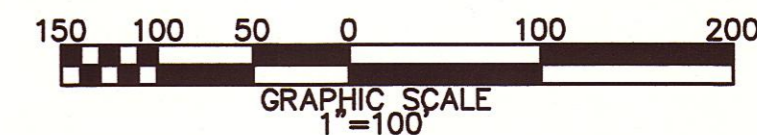
South Padre Island Drive  
(State Highway 358)  
(Frontage Road)  
Right-of-Way Varies



Legend:

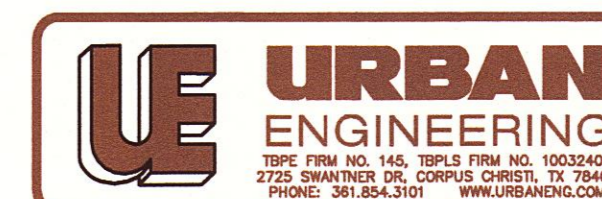
- 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Found
- 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set
- TxDOT Monument (Type I) Found
- 2 1/2 Inch Iron Pipe Found
- △ 5/8 Inch Iron Rod Found (in concrete)

— — — — — Gugenheim & Cohn's Farm Lots  
— — — — — Gabriel Lands Tracts



Plat of  
**Westpoint Crossing Unit 2**  
**Block 2, Lot 1**

6.91 Acres of Land, being a portion of Lot 16, Section 5, Range VIII, of the Gugenheim & Cohn's Farm Lots, a map of which is recorded in Volume A, Page 53, Map Records of Nueces County, Texas, also being portions of Tracts 3-B and 4, M.M. Gabriel Land, a map of which is recorded in Volume 2, Page 22, Miscellaneous Map Records of Nueces County, Texas; said portions of Tracts 3-B and 4, described in Document Nos. 837116, 837117, 837118, 837119 and 837120, Official Public Records of Nueces County, Texas, as Tracts I and II.

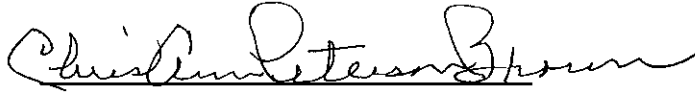


Submitted: 12/18/19  
SCALE: 1"=100'  
JOB NO.: 40706.B9.02  
SHEET: 2 of 2  
DRAWN BY: XG

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urbansurvey1@urbaneng.com

**APPLICATION FOR WASTE WATER REIMBURSEMENT**

We, Peterson Properties, Ltd, a Texas limited partnership, owners and developers of proposed Westpoint Crossing Unit 2, Block 2, Lot 1, whose address is P.O. Box 8229, Corpus Christi, Texas 78468, hereby request reimbursement of \$712,412.82 (total reimbursement request, less lot acreage fee credit) for the installation of the waste water Lift Station in conjunction with said lot, as provided for by City Ordinance No. 17396. \$722,750.00 is the construction cost, including 12% Engineering and Surveying, as shown by the cost supporting documents attached herewith.



Chris Ann Peterson Brown, General Partner

Date

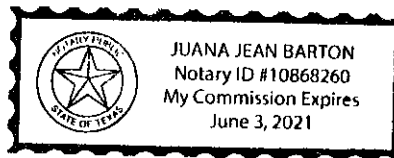
Peterson Properties, Ltd.

THE STATE OF TEXAS

§

COUNTY OF NUECES

§



This instrument was acknowledged before me on April 22, 2020, by Chris Ann Peterson Brown, General Partner of Peterson Properties, Ltd., a Texas limited partnership, on behalf of the said partnership.



Notary Public in and for the State of Texas

**CERTIFICATION**

The information submitted with this application for reimbursement has been reviewed. Reimbursement is subject to:

- (a) Sufficiency of funds in the Collection Line Trust Fund, and
- (b) Appropriation and approval by the City Council.

Development Services

(Date)

**APPLICATION FOR WASTE WATER CREDIT**

We, Peterson Properties, Ltd, a Texas limited partnership, owners and developers of proposed Westpoint Crossing Unit 2, Block 2, Lot 1, whose address is P.O. Box 8229, Corpus Christi, Texas 78468, hereby apply for \$10,337.18 credit towards the waste water acreage fee for the wastewater lift station in conjunction with said subdivision as provided for by City Ordinance No. 17396. \$722,750.00 is the construction cost, including 12% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

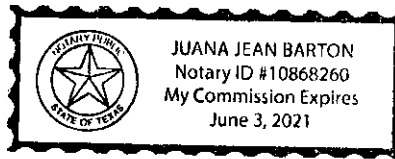


Chris Ann Peterson Brown, General Partner

Date

Peterson Properties, Ltd.

THE STATE OF TEXAS           §  
COUNTY OF NUECES         §



This instrument was acknowledged before me on April 22, 2020, by Chris Ann Peterson Brown, General Partner of Peterson Properties, Ltd., a Texas limited partnership, on behalf of the said partnership.



Notary Public in and for the State of Texas

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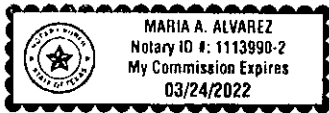
Patricia Peterson Nuss, General Partner  
Peterson Properties, Ltd.

4/10/2020  
Date

THE STATE OF TEXAS           §

COUNTY OF NUECES           §

This instrument was acknowledged before me on April 10, 2020, by Patricia Peterson Nuss, General Partner of Peterson Properties, Ltd., a Texas limited partnership, on behalf of the said partnership.



  
Notary Public in and for the State of Texas

### CERTIFICATION

The information submitted with this application for reimbursement has been reviewed. Reimbursement is subject to:

- (a) Sufficiency of funds in the Collection Line Trust Fund, and
- (b) Appropriation and approval by the City Council.

\_\_\_\_\_  
Development Services

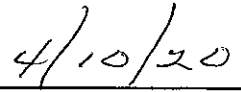
\_\_\_\_\_  
(Date)

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Patricia Peterson Nuss, General Partner  
Peterson Properties, Ltd.



Date

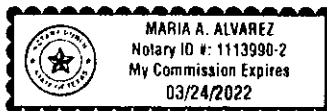
THE STATE OF TEXAS           §

COUNTY OF NUECES           §

This instrument was acknowledged before me on April 10, 2020, by Patricia Peterson Nuss, General Partner of Peterson Properties, Ltd., a Texas limited partnership, on behalf of the said partnership.

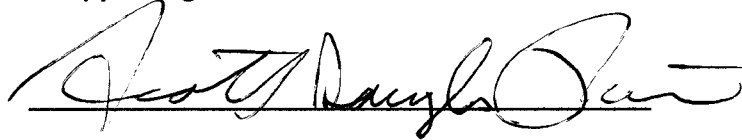


Notary Public in and for the State of Texas



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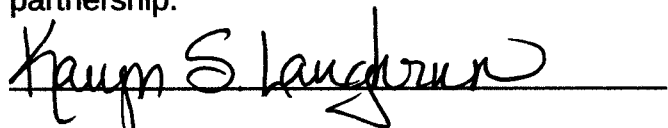
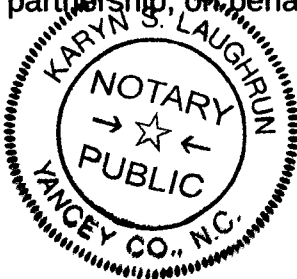


Scott Douglas Peterson, General Partner  
Peterson Properties, Ltd.

Date 3/30/20

N. Carolina  
THE STATE OF ~~TEXAS~~ §  
Buncombe  
COUNTY OF ~~NUECES~~ §

This instrument was acknowledged before me on 30 March, 2020, by Scott Douglas Peterson, General Partner of Peterson Properties, Ltd., a Texas limited partnership, on behalf of the said partnership.



Notary Public in and for the State of ~~Texas~~  
exp. 12-12-24 North Carolina

### CERTIFICATION

The information submitted with this application for reimbursement has been reviewed. Reimbursement is subject to:

- (a) Sufficiency of funds in the Collection Line Trust Fund, and
- (b) Appropriation and approval by the City Council.

\_\_\_\_\_  
Development Services

\_\_\_\_\_  
(Date)

Exhibit 2 \_\_\_\_\_

## APPLICATION FOR WASTE WATER CREDIT

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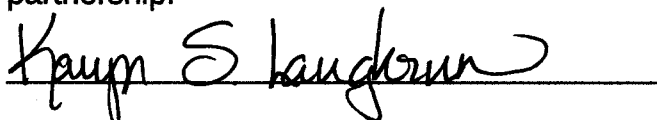
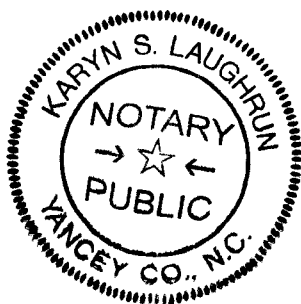


Scott Douglas Peterson, General Partner  
Peterson Properties, Ltd.

Date 3/30/20

N. Carolina  
THE STATE OF TEXAS §  
Buncombe  
COUNTY OF NUECES §

This instrument was acknowledged before me on 30 March, 2020, by Scott Douglas Peterson, General Partner of Peterson Properties, Ltd., a Texas limited partnership, on behalf of the said partnership.



Notary Public in and for the State of ~~Texas~~  
exp. 12-12-24 North Carolina

# **WEST POINT CROSSING – SANITARY SEWER LIFT STATION**

## **DESIGN MEMORANDUM**

REVISED JULY 2020



PREPARED BY:



2725 Swantner St. • Corpus Christi, Texas 78404  
Phone: (361) 854-3101 • FAX (361) 854-6001

Job No. 40706.B9.00

**Exhibit 3**

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## ***EXECUTIVE SUMMARY***

The following is the Executive Summary for the plan submission for the West Point Crossing Sanitary Sewer Improvements. This project involves the installation of one sanitary sewer duplex lift station, gravity sanitary sewer, and 10" force main.

There is a proposed development located at the west corner of West Point Road and North Padre Island Drive intersection. Currently there is no gravity sanitary sewer in this area. There is a 6" diameter sanitary sewer force main adjacent to the proposed development. The 6" force main was installed in 2016 and runs between the existing FM 665 Lift Station on Old Brownsville Road and a gravity sanitary sewer manhole located near the intersection Bush Street and Hendricks Street. As part of the proposed improvements, the proposed West Point Lift Station will intercept the existing 6" force main. A short gap will be cut into the existing 6" force main at the proposed lift station site. At the upstream end of the force main gap, a new 5' diameter site manhole will be installed to direct the existing 6" force main flow to the proposed West Point Lift Station. The proposed West Point Lift Station discharge piping will connect to the downstream end of the 6" force main gap.

The existing 6" force main runs between the existing FM 665 Lift Station on Old Brownsville Road (FM 665) and a discharge point at a manhole at the intersection of Hendricks Street and Bush Street, please see attached Master Plan exhibit. The proposed West Point Lift Station will be installed at a location on West Point Road approximately 750 feet to the west of the South Padre Island Drive and West Point Road Intersection. The proposed West Point Lift Station will pump in series with the existing FM 665 Lift Station. The proposed West Point Lift Station will have an interim phase and a future phase. The design flow for the interim phase is approximately one half of the future flow. The design flow for the interim phase is 674 gpm and the design flow for the future phase is 1,348 gpm. The interim flow of 674 gpm will maximize the use of the existing 6" force main. Any flow greater than 674 gpm will produce too high of velocities.

The proposed lift station will have a 10" diameter discharge header piping and will pump into the existing 6" diameter force main. Before the West Point Lift Station is upgraded with the future pumps, the future 8" diameter force main will need to be constructed. The future 8" force main will be installed in a 10 foot wide utility easement along West Point

Road, North Padre Island Drive, and Bush Street and will parallel the alignment of the existing 6" force main that is currently in service. Design of the force main will follow criteria established by TCEQ in TAC 30 Chapter 217. Material for the force main line will be PVC (Green, C-900, DR 25, pressure class 165 psi). Pipe embedment and trench backfill will conform to applicable City of Corpus Christi standards.

The lift station structure and discharge piping will be built for the future flow. The proposed West Point Lift Station will be a duplex and have a 10' diameter x 25' deep fiberglass wet well. Future development in this area will dictate when the lift station will need to be upgraded to be able to handle the future flow. Please see Exhibit A for the proposed services areas. Design of the proposed lift station will follow criteria established by TCEQ in TAC 30 Chapter 217 and will conform to the City of Corpus Christi standards for lift station construction. A basis of design including size, capacity and pumps is included in Section IV of this Design Memorandum.

The proposed project would include approximately 50 linear feet of 8" diameter gravity sanitary sewer to be built at master plan depths (Un-adopted City of Corpus Christi Wastewater Collection Master Plan, Greenwood WWTP Service Area, Area 5). The proposed gravity sanitary sewer will start with an upstream point near the proposed development near the West Point Road and South Padre Island Drive intersection and will extend from that point west where it will tie into the proposed West Point Lift Station.

# ***Section I - INTRODUCTION***

## **A. PURPOSE**

The purpose of this project is to construct sanitary sewer infrastructure improvements for a proposed development. The proposed sanitary sewer infrastructure includes gravity sanitary sewer line, a lift station, and a future 8" force main.

There is a proposed development for a tract of land at the west corner of the South Padre Island Drive and West Point Road intersection. Currently there are no gravity sanitary sewer lines in this area. There are existing gravity lines on the north side of South Padre Island Drive, but there are no existing gravity sanitary sewer infrastructure on the south side of South Padre Island Drive in this area. There is an existing 6" diameter sanitary sewer force main on the north side of West Point Road.

There currently is an unadopted wastewater collection plan for this area. As part of the collection plan there is a proposed lift station and force main. As part of the proposed improvements, a segment of the permanent gravity sanitary sewer will be constructed. The downstream end of the proposed segment will discharge into the proposed sanitary sewer lift station.

The proposed improvements as part of this project will provide sanitary sewer service to not only the proposed development at the South Padre Island Drive and West Point Road intersection but will also serve future developments along West Point Road and South Padre Island within the service area of the new lift station (see attached Exhibit A for service area boundary map).

## ***Section II - PROPOSED IMPROVEMENTS***

### **A. GRAVITY SANITARY SEWER**

#### **1. 10" and 8" diameter PVC**

All proposed PVC gravity lines will be installed at master plan depths.

#### **2. Manholes**

Manholes for this project will be spaced at a maximum of 500' apart per TCEQ Chapter 217 requirements. The upstream manholes less than 14' deep will be 4' diameter. The downstream manholes 14' and deeper will be 5' in diameter. Manhole wall thickness and construction will conform to City of Corpus Standard Details and Specifications.

### **B. LIFT STATION**

#### **1. Pumps and Accessories**

The proposed lift station is a duplex lift station, two pumps will be installed, with one pump handling the design flow and the other pump acting as a backup pump. The lift station will initially have 60 horsepower interim pumps. When flows increase and the interim pumps near capacity, there are two options. The interim pump and the future pump use the same motor and volute but have different impellers. The volute is the lower portion of the pump that covers the impeller. The impeller is the internal rotating part of the pump that forces the waste water into the discharge piping. The first option is, if the overall condition of the pump is good, only the impeller would need to be replaced. The second option is, if the overall condition of the pump is poor and is need of replacement, the entire pump would be replaced and new pumps with the higher capacity impeller would need to be installed.

#### **2. Wet Well**

The proposed wet well will be 10' in diameter and approximately 25' deep and will be made of fiberglass.

**3. Lift Station Discharge Piping and Valves (above ground)**

For ease of maintenance, the proposed lift station valves will be installed above ground. All above ground discharge piping will be constructed with ductile iron pipe, fittings, and valves.

**4. Wet Well Ventilation**

The proposed lift station will have passive ventilation per TCEQ Chapter 217 Regulations. The passive ventilation will consist of a 6" PVC pipe with a stainless steel bird screen.

**5. Flow Meter**

The proposed lift station will include a flow meter to measure flow through the discharge piping. The flow meter will be installed in a fiberglass manhole adjacent to the lift station wet well downstream of the above ground discharge piping.

**6. Odor Control**

Due the semi-rural location of the proposed lift station, no odor control systems will be installed at the lift station site.

**7. Miscellaneous Site Improvements**

The proposed lift station will have a 6' tall wood picket fence with three strands of barbed wire. There will be a 3' wide personnel gate and a 12' wide main gate to allow for vehicular entry. The lift station will include a 12' wide concrete driveway that will be installed between the West Point Road edge of pavement and the top slab of the lift station wet well.

**C. FORCE MAIN**

**1. Force Main Piping**

The future 8" diameter sanitary sewer force main will be constructed of PVC (green, C-900, DR 25, pressure class 165 psi). The proposed force main will be installed with a minimum of 2'-6" of ground cover.

**2. Line Valves**

Live valves for isolation of the force main will be installed at maximum 2,000' intervals.

## ***Section III - GRAVITY PIPE AND FORCE MAIN ALIGNMENT***

A topographic survey will be performed to identify existing conditions, utilities and other possible obstructions.

### **A. LOCATIONS AND ALIGNMENT FOR PROPOSED SEWER LINES**

The proposed gravity sewer line and the future 8" force main will be installed in utility easements outside of the existing street right of ways. The proposed gravity sanitary sewer will be installed within a 20' proposed utility easement outside of the West Point Road right of way. The future 8" force main will be installed within an existing 10' wide utility easement outside of the right of ways of West Point Road, North Padre Island Drive, and Bush Street. A segment of the future 8" force main will cross the West Point Road right of way (near South Padre Island Drive) in order to switch sides of the street. Also, approximately 115' feet of the future 8" force main will be installed in the Bush Street/Hendricks Street right of way in order to tie to an existing manhole on the existing gravity sewer system near the Bush Street and Hendricks Street intersection.

### **B. CROSSINGS**

The future 8" force main will cross existing City gas lines.

#### **1. Utilities**

##### **a. Electrical:**

There are overhead electrical lines at various locations along the proposed force main route. To the best of our knowledge, all electrical lines are above ground and will not interfere with the installation of the proposed force main.

##### **b. Telephone and Fiberoptics:**

It does not appear that there will be any crossing of telephone or fiberoptic lines.

##### **c. Water:**

A preliminary investigation indicates that there will not be any crossing of existing water lines.

- d. Sewer (Wastewater):  
A preliminary investigation indicates that there will not be any crossing of existing sewer lines.
- e. Gas Utility:  
A preliminary investigation indicates that there will one crossing of an existing City gas line.
- f. Petroleum and Other Petrochemical Lines:  
A preliminary investigation indicates that there will not be any crossing of existing petroleum or petrochemical lines.

## ***Section IV – LIFT STATION DESIGN CRITERIA***

### **A. SERVICE AREA AND SITE SELECTION**

The proposed West Point Lift Station is designed to serve approximately 483.3 acres of land with various uses and build out rates that include low density residential, light industrial, and commercial development. See Exhibit A for a map of the area that the proposed West Point Lift Station will serve.

As shown in Exhibit A, the existing FM 665 Lift Station will pump to the proposed West Point Lift Station.

The proposed West Point Lift Station will be located approximately 750 feet to the west of the West Point Road and South Padre Island Drive intersection on the north side of West Point Road. The lift station will be located in an easement outside of the street right of way.

### **B. DESIGN FLOW**

The design flow for the proposed temporary lift station was calculated by determining the land use for the various parcels of land within the lift station service area per the Waste Water Collection System Master Plan, applying the master plan flow rate per land use type and then totaling the flows. A peaking factor of 4 was used and 400 gallons/day/acre was used for infiltration.

### **C. LIFT STATION DESIGN**

The lift station will be designed using the criteria set forth in Chapter 217 of TAC 30. The primary design consideration for lift stations is given to wet well volumes. The wet well will be constructed of fiberglass and will be 10' diameter by approximately 25' deep.

The wet well volume required was calculated using the following formula:

$$V = (T * Q) / (4 * 7.48)$$

where T is the pump cycle time in minutes and Q is the peak flow in gallons per minute. This formula is used to calculate wet well volumes when the pump capacity is equal to the peak flow. Using a pump cycle time of 10 minutes (or 6

pump starts per hour) and a peak flow of 1,348 gpm, the wet well volume required is 450.53 cubic feet (or 5.74 vertical feet inside of the 10 foot diameter wet well).

The lift station will be designed using Flygt (Xylem) submersible centrifugal pumps. The pump motors would be 3-phase, 460V, 60 Hz.

The future force main will be 8" diameter green PVC, DR-25, pressure class 165 psi, and will be approximately 2,900 feet in length.

**D. STORAGE CAPACITY**

According to TAC 30 Chapter 217, storage capacity must be provided for 20 minutes of peak flow in the event of a power outage to prevent the release of untreated wastewater. This storage can be provided in the wet well volume and influent gravity line collection system.

## ***Section V - BASIS OF DESIGN***

The proposed West Point Lift Station is designed for an interim phase and a future phase. The interim phase lift station will handle flows contributed from the existing FM 665 Lift Station, the proposed development at the corner of West Point Road and South Padre Island Drive, and other developments. After completing a computer model of the wastewater pressure system, the interim pumps, with one pump running, will be able to provide a flow of 674 gpm. The interim pumps would be 60 horsepower submersible pumps.

The interim pumps would serve the area until future flows increase and require the pumping capacity of the lift station to be increased. When the pumping capacity needs to be increased, first, the proposed 8" sanitary sewer force main would have to be constructed. Second, the interim pumps would have to be upgraded. As previously stated, the interim pump and future pump use the same motor and volute but have different impellers. The impeller is the internal rotating part of the pump that forces the waste water into the discharge piping. At the time of increasing the pump capacity from interim to future, there are two options. The first option is, if the overall condition of the pump is good, only the impeller would need to be replaced. The second option is, if the overall condition of the pump is poor and is need of replacement, the entire pump would be replaced and new pumps with the higher capacity impeller would need to be installed.

After completing a computer model of the wastewater pressure system, the future pumps, with one pump running, will be able to provide a total flow of 1,348 gpm. The future pumps would be 60 horsepower submersible pumps.

### **A. PROPOSED WEST POINT LIFT STATION - INTERIM FLOWS**

Total Interim Flow = 674 gpm

Pumping Condition = 129 feet total dynamic head

Pump = 60 horsepower

### **B. PROPOSED WEST POINT LIFT STATION – FUTURE FLOWS**

Total Peak Future Flow = 1,348 gpm

Pumping Condition = 66 feet total dynamic head

Pump = 60 horsepower

### **C. EXISTING FM 665 LIFT STATION**

The existing FM 665 Lift Station was built in 2016 and was designed with an interim phase and a future phase. The lift station is currently configured and

operating in the interim phase and the existing pumps have a capacity of 230 gpm and are 5 horsepower.

The total peak future flow for the FM 665 lift station is 620 gpm at 118 feet total dynamic head. The future pumps would be 34 horsepower submersible pumps.

## ***Section VI - WORK PLAN***

### **A. SURVEYS AND PLAN PREPARATION**

#### **1. Datum**

All work on this project (surveys, plans) will be on the Texas State Plane Coordinate System, NAD 83, South Zone (City Standard Datum).

#### **2. Ground Surveys**

Ground elevations and validation of general land features shall be made to determine trench depths, utility locations and other obstructions. Specific areas of concern such as major channels and street crossings will require more than the normal surveys to identify topographic variations and other sub-surface structures.

#### **3. Drawings**

Drawings will be completed in accordance with the City of Corpus Christi's Standards, properly coordinated with the project specifications and other details and arranged in such a fashion as to allow the Contractor to accurately estimate the cost of the project and construct it.

All drawings will be produced electronically using a computer aided drafting design (CADD) package.

Horizontal and Vertical Scale: The scale recommended and utilized on this project shall be 1"= 40' horizontal, 1" = 4' vertical.

All pipeline plan and profile sheets will be so arranged as to read from left to right with the project beginning at the proposed lift station.

Where possible, plan views will be oriented with the north to either the top or left of the sheet.

## ***Section VII - CONSTRUCTION REQUIREMENTS***

### **A. DISPOSAL OF EXCESS SITE EXCAVATION MATERIAL**

All excess excavation material shall be disposed of by the Contractor. Provisions shall be provided in the Contract Documents to direct the Contractor in proper disposal of contaminated soil.

### **B. RESTORATION**

Fields and ditches shall be seeded or sodded to prevent erosion.

All driveways and pavements shall be repaired.

### **C. STORM WATER POLLUTION PREVENTION PLAN**

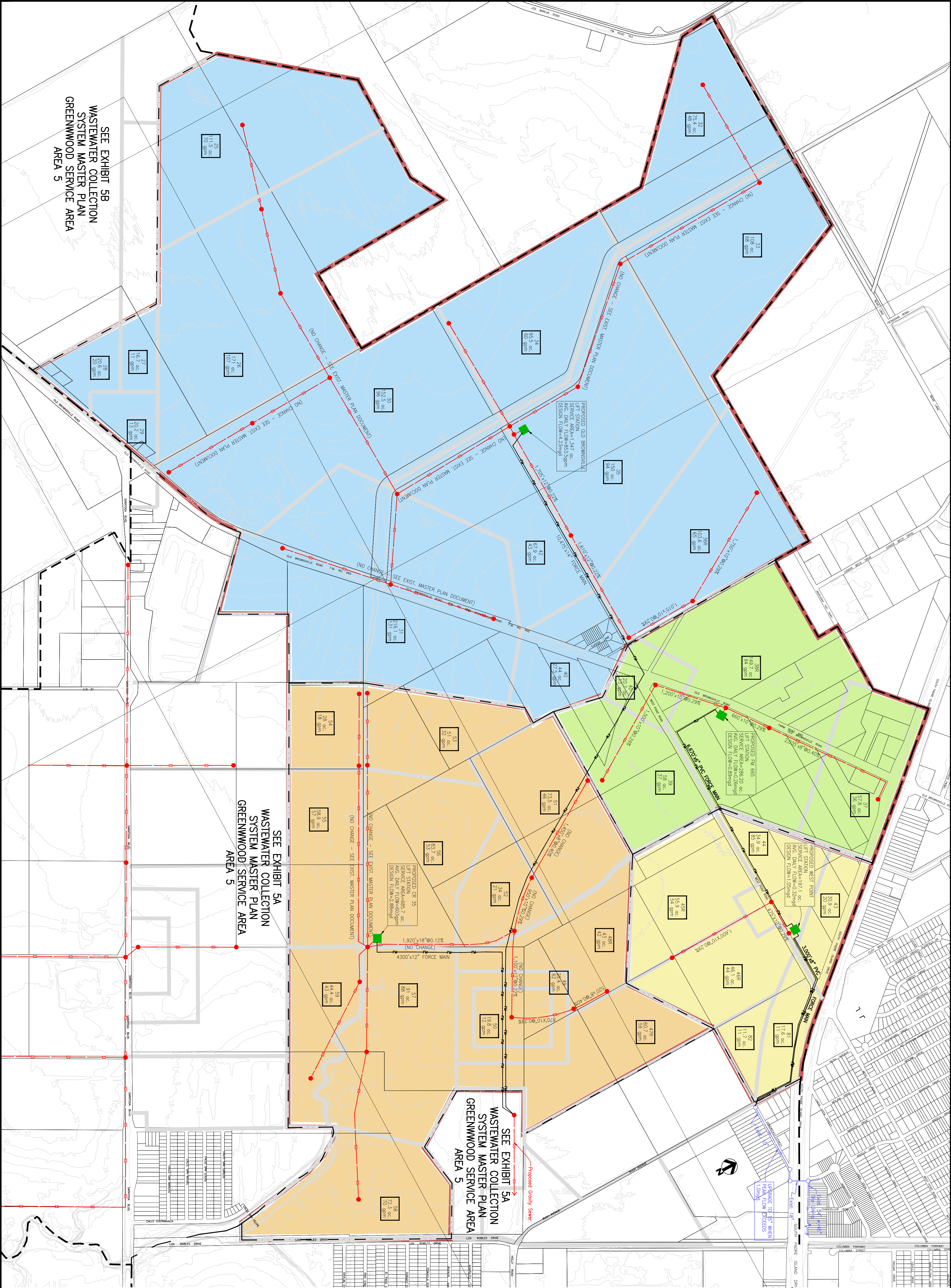
A storm water pollution prevention plan shall be incorporated into the Contractor's work plan to minimize pollution entering the storm sewers along the project (including open drainage ditches). Specific emphasis shall be made near street intersections and large drainage facilities where access to and from the work area shall be critical.

### **D. EROSION CONTROL**

There are no specific areas where the force main installation shall cause erosion of property. Therefore, no specific erosion control measures are recommended, beyond the City Standard Stormwater Pollution Prevention Plan.

### **E. TRAFFIC CONTROL PLAN**

A Traffic Control Plan will be provided in accordance with standard City specifications and latest edition of the Texas Uniform Manual on Traffic Control Devices.



**LEGEND:**

36R Area Number  
103.6 ac  
63 gpm

— Area Boundary  
— Master Plan Study Limits  
— Proposed Gravity Sewer  
— Proposed Force Main  
— Proposed Lift Station

Area in acres  
Peak Flow in gpm  
Pipe Length, Diameter & slope  
Million Gallons per Day  
Proposed Lift Station

Proposed Manhole (by Others)

FM 665 L.S. SERVICE AREA  
286 ACRES

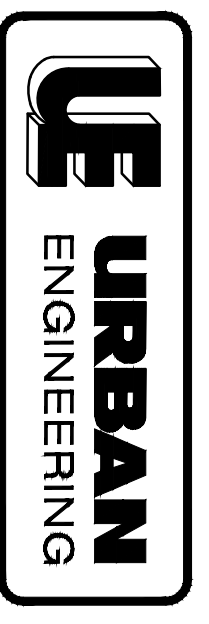
WESTPOINT L.S. SERVICE AREA  
197 ACRES

CR 35 L.S. SERVICE AREA  
665 ACRES

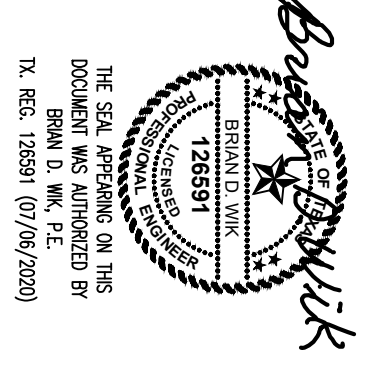
OLD BROWNSVILLE L.S.  
SERVICE AREA 1,347 ACRES

- LEGEND:**
1. Land use characteristics were based on existing Master Waste Water Plan Exhibit 5A.
  2. A peak factor of 3 was used on all new calculations.
  3. The service areas were assumed to be fully developed.
  4. Contours were from City of Corpus Christi Lidar data.

**ADAMANT WASTEWATER COLLECTION SYSTEM MASTER PLAN GREENWOOD WWP SERVICE AREA AREA 5**

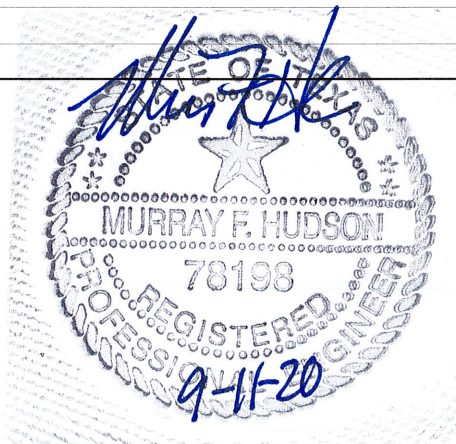


THE PLAN NO. 154, TITLE NO. 1002400  
JOB NO. 40706.B9.00  
JUNE 2020 MTH/bdw  
1"=600'

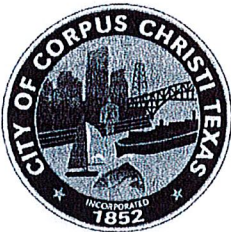


## ENGINEER'S ESTIMATE

PROJECT: West Point Phase II Lift Station			DATE:	1/8/2020	
Preliminary Engineer's Opinion of Probable Construction Cost			JOB NO.	40706.B9.00	
Item	Description	Quantity	Unit	Unit Price	Total Amount
A. Sanitary Sewer Lift Station					
1	Bonds, Insurance	1	LS	\$13,400.00	\$13,400.00
2	Mobilization	1	LS	\$26,800.00	\$26,800.00
3	10' Diam. L.S. Structure (Bottom Slab, Top Slab, Wet Well)	1	LS	\$125,000.00	\$125,000.00
4	Well Pointing for Lift Station	1	LS	\$15,000.00	\$15,000.00
5	Ductile Iron Piping, Fittings, Valves	1	LS	\$80,000.00	\$80,000.00
6	Pumps, Bases, Guide Rails, and Control Panel	1	LS	\$120,000.00	\$120,000.00
7	Lift Station Electrical	1	LS	\$35,000.00	\$35,000.00
8	Ultrasonic Flow Meter and 4' Fiberglass Chamber	1	LS	\$14,000.00	\$14,000.00
9	8" PVC Green C-900 Force Main DR 25	75	LF	\$50.00	\$3,750.00
10	Tie New 8" Force Main to Existing 6" Force Main	1	LS	\$4,000.00	\$4,000.00
11	Tie Existing 6" Force Main to New Lift Station Manhole	1	LS	\$3,000.00	\$3,000.00
12	7" Thick Concrete Driveway	900	SF	\$15.00	\$13,500.00
13	2" HDPE Waterline by Open Cut	85	LF	\$30.00	\$2,550.00
14	Water Meter	1	EA	\$3,000.00	\$3,000.00
15	Tie Proposed 2" HDPE Waterline to Existing Waterline	1	LS	\$3,000.00	\$3,000.00
16	7' Tall PVC Coated Chainlink Fence with Barbed Wire	1	LS	\$18,000.00	\$18,000.00
17	Twin 30" RCP w/ S.E.T.	1	LS	\$13,000.00	\$13,000.00
18	5' Diam. FRP Manhole (14'-16' Deep)	1	EA	\$25,000.00	\$25,000.00
19	10" PVC Gravity Line (14'-16' Deep)	110	LF	\$160.00	\$17,600.00
20	Pollution Prevention Plan	1	LS	\$8,000.00	\$8,000.00
21	OSHA Trench Protection	110	LF	\$5.00	\$550.00
22	Wastewater Flow Control at Upstream Lift Station	1	LS	\$5,000.00	\$5,000.00
23	AEP Allowance for Electrical Service to Lift Station Site	1	LS	\$25,200.00	\$25,200.00
			Contingency (10%)		\$57,500.00
			CONSTRUCTION TOTAL		\$631,850.00
Engineering, Surveying, Staking, Testing (12%)					\$75,900.00
(8% Engineering, 4% Surveying, Staking, Testing)					
				Geotechnical	\$15,000.00
			GRAND TOTAL		\$722,750.00



**Exhibit 4**



## DISCLOSURE OF INTERESTS

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. **Every question must be answered.** If the question is not applicable, answer with "NA".

NAME: Peterson Properties, Ltd.

STREET: P.O. Box 8229 CITY: Corpus Christi, Texas ZIP: 78468

FIRM is: ☐ Corporation ☒ Partnership ☐ Sole Owner ☐ Association ☐ Other \_\_\_\_\_

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name \_\_\_\_\_ Job Title and City Department (if known) \_\_\_\_\_

N/A

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name \_\_\_\_\_ Title \_\_\_\_\_

N/A

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name \_\_\_\_\_ Board, Commission, or Committee \_\_\_\_\_

N/A

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name \_\_\_\_\_ Consultant \_\_\_\_\_

N/A

### CERTIFICATE

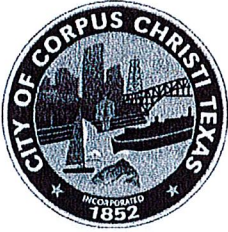
I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Chris Ann Peterson Brown  
(Print Name)

Title: General Partner

Signature of Certifying Person: \_\_\_\_\_

Date: 12/17/19



## DISCLOSURE OF INTERESTS

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. **Every question must be answered.** If the question is not applicable, answer with "NA".

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Name \_\_\_\_\_ Title \_\_\_\_\_

N/A

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Name \_\_\_\_\_ Board, Commission, or Committee \_\_\_\_\_

N/A

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name \_\_\_\_\_ Consultant \_\_\_\_\_

N/A

### CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Patricia Peterson Nuss  
(Print Name)

Title: General Partner

Signature of Certifying Person: \_\_\_\_\_

Date: 12/17/19



## DISCLOSURE OF INTERESTS

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. **Every question must be answered.** If the question is not applicable, answer with "NA".

NAME: Scott Peterson

STREET: P.O. Box 8229 CITY: Corpus Christi ZIP: 78468

FIRM is: ☐ Corporation ☒ Partnership ☐ Sole Owner ☐ Association ☐ Other \_\_\_\_\_

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Name Job Title and City Department (if known)

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Name Consultant

N/A

### CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Scott Peterson  
(Print Name)

Title: General Partner

Signature of Certifying Person: \_\_\_\_\_

Date: 8/16/20